

City of Philadelphia



(Bill No. 180965)

AN ORDINANCE

Authorizing the Procurement Commissioner, on behalf of the City, to enter into an agreement with the Philadelphia Energy Authority to purchase electricity and certain attributes and benefits related to the generation of such electricity from a solar energy facility, Adams Solar, LLC, for use at and in connection with City facilities, all under certain terms and conditions.

WHEREAS, The Pennsylvania Electricity Generation Customer Choice and Competition Act made it possible for the City and all consumers of electricity to have direct access to the competitive market for the generated supply of electricity; and

WHEREAS, The City has established policy goals for increasing the percentage of City energy use from renewable sources; and

WHEREAS, The Philadelphia Energy Authority is authorized by the Municipality Authorities Act and City ordinances to enter into contracts for the supply of electricity; and

WHEREAS, The City's Office of Sustainability and the Procurement Department requested that the Authority enter into a selection process to identify a highly qualified supplier to provide electricity from renewable sources with certain attributes and benefits related to the generation of such electricity for use by City facilities with a proposed contract term of up to twenty (20) years; and

WHEREAS, Adams Solar, LLC, was selected as the Solar Electricity Seller through a competitive process which included a Request for Proposals issued on September 27, 2017; and

WHEREAS, The City's contract with the Authority would require the Authority to enter into a contract with the Solar Electricity Seller or its affiliates and undertake certain obligations, and the City will undertake certain obligations of the Authority; now, therefore

THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:

SECTION 1. The Procurement Commissioner, on behalf of the City, is hereby authorized to enter into an agreement with the Philadelphia Energy Authority for the

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supply of solar electricity and certain attributes and benefits related to the generation of such electricity for use at City facilities, based substantially on the terms of a contract between the Authority and Adams Solar, LLC, or its affiliates, acting as the Solar Electricity Seller. The contract between the Authority and the Solar Electricity Seller shall require the Solar Electricity Seller to provide electricity from solar energy sources for use at the City's facilities in coordination with the City's licensed service provider of electricity. The contract shall be substantially consistent with the terms set forth in the document attached hereto as Exhibit "A".

SECTION 2. The City Solicitor is hereby authorized to review and to approve the agreements necessary to effectuate this Ordinance, and to impose such terms and conditions on them as the City Solicitor may deem necessary and proper to protect the interests of the City of Philadelphia and to carry out the purpose of this Ordinance.

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EXHIBIT A
TERMS AND CONDITIONS OF
POWER PURCHASE AGREEMENT
FOR
CITY OF PHILADELPHIA VIA THE PHILADELPHIA ENERGY AUTHORITY
SECTION A.

Agreement	This Term Sheet is intended to identify the principal terms and conditions to be included in a Power Purchase Agreement (the “ <u>Agreement</u> ”), which will set forth the commitments, conditions and obligations of the City of Philadelphia, the Philadelphia Energy Authority and other parties relating to the purchase and sale of electricity, capacity and environmental attributes.
Project	Adams Solar, Straban Township, Adams County, PA
Seller	Adams Solar LLC
Buyer	City of Philadelphia via the Philadelphia Energy Authority
Planned Available Capacity	70 MW(ac)
Available Capacity	Final Project size in MW(ac)
Buyer’s Purchase	100% of the Planned Available Capacity and, to the extent that Seller ultimately increases the size of the Project above 70 MW, Buyer will have an option to purchase the incremental power available over 70MW.
Term	20 years
Products	<ol style="list-style-type: none">1) Unit-contingent, or as-available, electrical energy settled in the PECO Transmission Zone and scheduled to a PJM Subaccount managed by Buyer’s Licensed Service Provider as designated by Buyer (“Subaccount”).2) Alternative Energy Portfolio Standard (“AEPS”) Credits, as defined in Pennsylvania Act 213 and its amendments, transferred to Buyer’s account in PJM’s Generator Attribute Tracking System (“PJM-GATS”). AEPS Credits to be Green-e certifiable.3) Cleared Capacity settled in the MetEd Transmission zone transferred to Buyer’s Subaccount.
Hourly Fixed Price	A maximum price of \$44.50/MWh for each hour of the Term, composed of:

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	<p>Electrical Energy: \$38.00/MWh</p> <p>AEPS Credits: \$5.00/MWh</p> <p>Cleared Capacity: \$1.50/MWh during the applicable capacity Delivery Year, starting with the first PJM auction, for which the Project is eligible to participate and for which the Project clears, until termination date of the Agreement.</p>
Additional Revenue	If Project qualifies for recovery of revenue requirements pursuant to PJM’s schedule named “Reactive Supply and Voltage Control from Generation or Other Sources Service” in PJM’s Tariff, Seller and Buyer will split such recovery on an equal basis.
Invoicing and Payment Terms	Seller shall invoice and receive payment from the Buyer’s Licensed Service Provider pursuant to a separate agreement to be executed between Buyer, Seller and Buyer’s Licensed Service Provider through monthly settlement and billing.
Target Commercial Operation Date (“Target COD”)	October 31, 2020
Delay Damages	Except if caused by Force Majeure, if COD is not achieved on or before the Target COD, for each day after Target COD until the earlier of actual COD or April 30, 2021. Seller will pay Buyer daily liquidated damages equal to Planned Available Capacity times \$50.
Outside Commercial Operation Date	Buyer shall have the right to terminate the agreement, with damages being limited to Seller’s Credit Support, if Seller fails to reach COD by April 30, 2021.
Force Majeure	As defined by the Edison Electric Institute <i>Master Power Purchase & Sale Agreement</i> , which shall include any customary or commercially reasonable revisions as agreed upon by Seller and Buyer.
Seller’s Obligations Prior to Commercial Operation	<p>Seller will diligently pursue all required permits, consents, licenses, approvals or authorizations, from any Governmental Authority, PJM and the Transmission Provider, to enable Seller to commence and complete construction of the Project and to operate the Project.</p> <p>Seller will provide to Buyer monthly reports that describe the status of Seller’s efforts to obtain all such permits, consents, approvals or authorizations and progress toward meeting construction milestones.</p>
Production Guarantee	Seller guarantees that Project will produce electrical generation amounts that are equal to or greater than 70% of the first contract

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	<p>year amounts of Annual Expected Quantity shown in Schedule 1, Row E (subject to changes to the final Available Capacity amount) attached to this Agreement and 85% of such amounts for the second contract year and each contract year thereafter for the remainder of the term. Seller shall pay Buyer liquidated damages equal to \$38.00/MWh plus \$5/AEPS Credit for each MWh below amounts identified in Schedule 1, Column F (subject to changes to the final Available Capacity amount).</p>
<p>Cleared Capacity Obligations</p>	<p><u>Cleared Capacity</u>: a type of electricity capacity that has cleared in PJM capacity auctions from a seller to a buyer at the location of the physical resources.</p> <p><u>Seasonal Quantity</u>: 29 MW per day or 50% of summer-period Cleared Capacity, whichever is higher.</p> <p><u>Annual Quantity</u>: 15 MW per day or 50% of annual Cleared Capacity, whichever is higher.</p> <p>Seller in its sole discretion will decide how to participate in PJM auctions with respect to offer quantity, offer price and product (i.e., Seasonal or Annual).</p> <p>Seller shall have the obligation to provide the Buyer Cleared Capacity equal to Seasonal Quantity and Annual Quantity. To the extent that the Project has cleared capacity and under or over performs, as determined by PJM, and is assessed a penalty or credit by PJM, Buyer and Seller will split the credit or penalty on an equal basis.</p> <p><u>Failure to Clear Capacity</u>: If Seller fails to clear capacity associated with the Project in any PJM auction, Seller must provide to the Buyer replacement capacity. If Seller cannot buy replacement capacity Seller will pay the Buyer liquidated damages in an amount equivalent to its value.</p>
<p>Seller Credit Support</p>	<p>Seller shall provide the following performance assurances:</p> <p>A Letter of Credit (“LOC”) or , performance bond in a form reasonably satisfactory to Buyer, or cash, shall be provided within thirty (30) days of the execution of a definitive power purchase agreement in an amount of \$10,000 per MW(ac) of Planned Available Capacity before Seller’s issuance of full notice to proceed with commencement of construction of the Project (“FNTP”), with such amount to be increased to \$75,000 per MW(ac) at FNTP, and further increased to \$100,000 per MW(ac)</p>

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	<p>following COD.</p> <p>Seller credit support in the form a LOC or performance bond shall be supplied from entities rated A-/A3 or better by S&P, Moody’s or AM Best, as applicable. Seller credit support in the form a guarantee shall be supplied from entities rated BBB-/Baa3 or better by S&P, Moody’s or AM Best, as applicable.</p>
<p>Buyer Credit Support</p>	<p>Buyer will not be required to provide credit support if its long-term credit rating is equivalent or greater than investment grade BBB-/Baa3.</p>
<p>Seller Assignment</p>	<p>Seller shall not assign its interest in the Agreement without consent of Buyer, not to be unreasonably withheld.</p> <p>Buyer’s consent shall not be required with respect to an assignment or change of control whereby the assignee or controlling entity is a Qualified Operator.</p> <p>A “<u>Qualified Operator</u>” means an operator of solar generation facilities with a minimum of 2 years’ experience in the solar energy generation and operation business that has developed and constructed or operated at least 100 MW of solar energy generation facilities and that has replaced the Seller Credit Support in the amount and form and with the terms and conditions required by Seller under the terms of the Agreement.</p> <p>A tax equity partner’s investment in the Project shall not be deemed an assignment, nor shall any tax equity partner’s sale of its position to one or more other tax equity investors.</p>
<p>Buyer Assignment</p>	<p>The Agreement will be assignable by the Buyer to an affiliate of Buyer if such affiliate’s long-term credit rating is equivalent or greater than investment grade BBB-/Baa3.</p>
<p>Change in Law and Regulation</p>	<p>The Agreement is subject to PJM rules and practices, and to state laws governing the definition of Renewable Energy Credits and/or Alternative Energy Portfolio credits (“Renewable Credits”). If, during the Term of the Agreement, any PJM rule or practice, or any state law governing the definition of Renewable Credits, is terminated, modified or amended or is otherwise no longer applicable, resulting in a material alteration of a material right or obligation under this Agreement of a Party, the Parties agree to negotiate in good faith in an attempt to amend or clarify this Agreement to embody the Parties’ original intent regarding their respective rights and obligations under this Agreement, provided that neither Party shall have any obligation to agree to any particular amendment or clarification of this Agreement.</p>

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Events of Default	As defined by the Edison Electric Institute <i>Master Power Purchase & Sale Agreement</i> which shall include any customary or commercially reasonable revisions as agreed upon by Seller and Buyer.
Governing Law	Commonwealth of Pennsylvania
Economic Opportunity Plan	The Agreement shall be subject to an Economic Opportunity Plan (“EOP”) that will provide significant opportunities for women-, minority- and disabled person-owned businesses and workforce. Seller is committed to creating opportunities for local hiring, including women and minorities, during the construction of the project prior to COD and during the operations of the project after COD. The EOP is attached as “Section B”.

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SCHEDULE 1

A	B	C	D	E	F
CONTRACT YEAR	FIXED ELECTRICAL ENERGY PRICE (\$/MWh)	ALTERNATIVE ENERGY PORTFOLIO CREDITS (\$/MWh)	AUCTION SPECIFIC UNFORCED CAPACITY (\$/MWh)	ANNUAL EXPECTED QUANTITY (MWh) OF ELECTRICAL ENERGY	ANNUAL PRODUCTION GUARANTEE (MWh)
1	\$38.00	\$5.00	\$1.50	156,170	109,319
2	\$38.00	\$5.00	\$1.50	155,389	132,081
3	\$38.00	\$5.00	\$1.50	154,612	131,420
4	\$38.00	\$5.00	\$1.50	153,839	130,763
5	\$38.00	\$5.00	\$1.50	153,070	130,110
6	\$38.00	\$5.00	\$1.50	152,305	129,459
7	\$38.00	\$5.00	\$1.50	151,543	128,812
8	\$38.00	\$5.00	\$1.50	150,785	128,167
9	\$38.00	\$5.00	\$1.50	150,031	127,526
10	\$38.00	\$5.00	\$1.50	149,281	126,889
11	\$38.00	\$5.00	\$1.50	148,535	126,255
12	\$38.00	\$5.00	\$1.50	147,792	125,623
13	\$38.00	\$5.00	\$1.50	147,053	124,995
14	\$38.00	\$5.00	\$1.50	146,318	124,370
15	\$38.00	\$5.00	\$1.50	145,586	123,748
16	\$38.00	\$5.00	\$1.50	144,858	123,129
17	\$38.00	\$5.00	\$1.50	144,134	122,514
18	\$38.00	\$5.00	\$1.50	143,413	121,901
19	\$38.00	\$5.00	\$1.50	142,696	121,292
20	\$38.00	\$5.00	\$1.50	141,983	120,686

City of Philadelphia
Economic Opportunity Plan

Renewable Energy Power Purchasing

I. Introduction, Definitions and Diversity Practices

A. Chapter 17-1600 of The Philadelphia Code requires the development and implementation of “Economic Opportunity Plan(s)” for certain classes of contracts and covered projects as defined in Section 17-1601. This Economic Opportunity Plan (“Plan”) memorializes “Best and Good Faith Effort” commitments made by the selected developer, Adams Solar, LLC, and its parent company, Community Energy Solar, LLC, and their successors and assigns (“Developer”) pursuant to a Request For Proposals for Renewable Energy Power Purchasing (the “RFP”). Developer seeks to supply electricity to the City of Philadelphia under a long term power purchase agreement (the “Agreement”) for renewable energy (the “Project”). “Best and Good Faith Efforts” require the provision of meaningful and representative opportunities for Minority Business Enterprises (“MBEs”), Woman Business Enterprises (“WBEs”) and Disabled Business Enterprises (“DSBEs”) (collectively, “M/W/DSBEs” which also includes firms designated as Disadvantaged Business Enterprises or “DBEs”¹) and the employment of an appropriately diverse workforce in connection with the Project. The term “Best and Good Faith Efforts,” the sufficiency of which shall be in the sole determination of the City, means: Developer’s efforts, the scope, intensity and appropriateness of which are designed and performed to foster meaningful and representative opportunities for participation by M/W/DSBEs and an appropriately diverse workforce and to achieve the objectives of Chapter 17-1600 within this Project. Best and Good Faith Efforts are rebuttably presumed met, when a Developer makes commitments and causes its professional services providers and contractors retained by Developer (collectively, the “Participants” and each a “Participant”) to make commitments within the M/W/DSBE Participation Ranges established for this Project and employ a diverse workforce as enumerated herein. As a benchmark, the RFP included the 35% citywide goal for M/W/DSBE participation. Participation ranges are specifically enumerated herein in Part II of this Plan.

The requirements of this Plan apply only to the period of the Project commencing upon execution of the Agreement and ending on the “Commercial Operation Date” plus one-year, as defined in the Agreement. Such period shall hereinafter be referred to as the “Term.” If authorized by City Council, the Agreement resulting from this RFP is subject to these Plan requirements as required by Section 17-1603 (1). Accordingly, by submission of this Plan, Developer makes a legally binding commitment to abide by the provisions of this Plan, which include its commitment to exercise its Best and Good Faith Efforts throughout the Project Term and its commitment to cause its Participants to use their Best and Good Faith Efforts to provide subcontracting opportunities for M/W/DSBEs during the Term and to employ a diverse workforce. This Plan expressly applies to all contracts awarded in connection with the Project. The objectives set forth in this Plan shall be incorporated in all Developer requests for proposals, bids, and solicitations and communicated to all Participant levels.

B. For the purposes of this Plan, MBE, WBE, DBE and DSBE shall refer to certified businesses so recognized by the City of Philadelphia through its Office of Economic Opportunity (“OEO”). Only the work or supply effort of firms that are certified as M/W/DSBEs by an OEO approved certifying agency² or identified in the OEO Registry will be eligible to receive credit as a Best and Good Faith Effort. In order to be counted, certified firms must successfully complete and submit to the OEO an application to

¹ “DBE” or “Disadvantaged Business Enterprise” means a socially and economically disadvantaged minority or woman owned business that is certified under 49 C.F.R. Part 26. If Participant makes solicitation(s) and commitment(s) with a DBE, Participant shall indicate which category, MBE or WBE, is submitted for counting.

²A list of “OEO approved certifying agencies” can be found at www.phila.gov/oEO

be included in the OEO Registry which is a list of registered M/W/DSBEs maintained by the OEO and available online at www.phila.gov/oEO/directory. If any Participant is certified by an approved certifying agency, a copy of that certification should be furnished to the OEO.

C. In response to the RFP, Developer submitted a statement summarizing its current and past practices relating to its diversity practices (see "Appendix A" attached hereto and incorporated herein). This statement identifies and describes examples of processes used to develop diversity at all levels of Developer's organization including, but not limited to, board and managerial positions. The statement also summarizes Developer's strategic business plans specific to its current or past practices of M/W/DSBE utilization on its government and non-government projects and procurement activities. Developer and its parent company, Community Energy Solar, LLC or "CES," is partnering with Philadelphia-based businesses to provide local outreach and education. Developer and CES represent that they have not worked previously with any M/W/DSBEs registered with the OEO and most of their work performed in the last ten years have been on projects located outside of Pennsylvania.

D. With regard to the reporting of any Equity Ownership held by diverse individuals or M/W/DSBEs, CES represents that it is not diverse and its founders hold the majority percentage of equity, with 20% held in private equity funds and no percentage beneficially owned by M/W/DSBEs.

E. Developer and its Participant(s) hereby verify that all information submitted to the City including without limitation, this Plan and all forms and attachments thereto, are true and correct and are notified that the submission of false information is subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities. Developer and its Participants also acknowledge that it is a felony in the third degree under 18 Pa.C.S. Section 4107.2 (a)(4) if, in the course of the contract/subcontract, Developer and/or its Participant(s) fraudulently obtain public moneys reserved for or allocated or available to minority business enterprises or women's business enterprises.

II. Goals

A. M/W/DSBE Participation Ranges

As a benchmark for the expression of Best and Good Faith Efforts to provide meaningful and representative opportunities for M/W/DSBEs in the contract, the following participation ranges have been developed. These participation ranges represent, in the absence of discrimination in the solicitation and selection of M/W/DSBEs, the percentage of MBE, WBE and DSBE participation that is reasonably attainable on this Project through the exercise of Best and Good Faith Efforts. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be credited toward one participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one category. These ranges are based upon an analysis of factors such as the size and scope of the project and the availability of MBEs, WBEs and DSBEs to perform various elements of the contract:

MBE Ranges		WBE Ranges
18% - 23%	And	12% - 17%

These participation ranges relate to all business opportunities available in connection with the Project during the Term, including, but not limited to, DESIGN, ENGINEERING, SITE WORK, CONSTRUCTION AND LANDSCAPING; expressly excluding, therefrom, however, the procurement of modules, inverters, racking equipment and data acquisitions systems for the Project. In relation to the

Project, the participation ranges apply to both planning and construction of the power plant during the Term.

B. Workforce Diversity Goals and Requirements

Developer and its Participants agree to exhaust their Best and Good Faith Efforts to employ minority persons, by race and ethnicity, and females in its workforce of apprentices and journeypersons at the following levels and to the extent feasible³:

- African American Journeypersons – 22% of all journey hours worked across all trades
- Asian Journeypersons – 3% of all journey hours worked across all trades
- Hispanic Journeypersons – 15% of all journey hours worked across all trades
- Female Journeypersons – 5% of all journey hours worked across all trades

- Minority Apprentices – 50% of all hours worked by all apprentices
- Female Apprentices – 5% of all hours worked by all apprentices

III. Developer Responsiveness and Responsibility

A. Developer shall identify all its M/W/DSBE commitments on the form entitled, “M/W/DSBE Solicitation For Participation and Commitment Form.” The Developer’s identified commitment to use an M/W/DSBE on this form constitutes a representation by Developer, that the M/W/DSBE is capable of completing the subcontract with its own workforce, and that the Developer has made a legally binding commitment with the firm. The listing of the M/W/DSBE firm by Developer further represents that Developer will subcontract with the listed firm(s) for the work or supply effort described and the dollar/percentage amount(s) set forth on the form. In calculating the percentage of M/W/DSBE participation, Developer shall apply the standard mathematical rules in rounding off numbers. In the event of inconsistency between the dollar and percentage amounts listed on the form, the percentage will govern. Developer is to maintain the M/W/DSBE percentage commitments throughout the term of the contract which shall apply to the total amount of the contract and any additional increases. In the event the Developer’s contract is increased by change order and/or modification, or amendment, it shall be the responsibility of the Developer to apply its Best and Good Faith Efforts to the amended amount in order to maintain any participation ranges committed to on the total dollar amount of the contract at the time of contract completion.

1. Commercially Acceptable Function

A Developer that enters into a subcontract with an M/W/DSBE shall be considered to have made a Best and Good Faith Effort in that regard only if its M/W/DSBE performs a commercially acceptable function (“CAF”). An M/W/DSBE is considered to perform a CAF when it engages in meaningful work or supply effort that provides for a distinct element of the subcontract (as required by the work to be performed), where the distinct element is worthy of the dollar amount of the subcontract and where the M/W/DSBE carries out its responsibilities by actually performing, managing and supervising the work involved; M/W/DSBEs must perform at least twenty percent (20%) of the cost of the subcontract (not including the cost of materials, equipment or supplies incident to the performance of the subcontract) with their own employees. The City may evaluate the amount of work subcontracted, industry practices and any other relevant factors in determining whether the M/W/DSBE is performing a CAF and in determining the amount of credit the Developer receives towards the participation ranges.

³ These aspirational goals have been informed by the City of Philadelphia Fiscal Year 2017 Economic Opportunity Plan Employment Composition Analysis. Developer and its Participants are responsible for maintaining records that demonstrate an appropriately diverse workforce for this Project which may include customary hourly wage records.

For example, a Developer using an M/W/DSBE non-stocking supplier (i.e., a firm that does not manufacture or warehouse the materials or equipment of the general character required under the contract) to furnish equipment or materials will only receive credit towards the participation ranges for the fees or commissions charged, not the entire value of the equipment or materials furnished.

B. Upon execution of the long term power purchase agreement, letters of intent, quotations, and any other accompanying documents regarding commitments with M/W/DSBEs, including the M/W/DSBE Participation and Commitment Form, become part of that agreement. M/W/DSBE commitments are to be memorialized in a written subcontract agreement and are to be maintained throughout the term of the agreement. **Any change in commitment, including but not limited to termination of the subcontract, reduction in the scope of committed work, substitutions for the listed firms, changes or reductions in the listed dollar/percentage amounts, must be pre-approved in writing by OEO.** Developer is required to continue its Best and Good Faith Efforts during the Term.

IV. Evaluation of Responsiveness and Responsibility

A. Evaluation and Determination

1. The City, acting through its OEO, will evaluate the responsiveness of the Plan to these requirements. OEO reserves the right to request further documentation and/or clarifying information at any time prior to the execution of the agreement which may result in Developer's amendment of its M/W/DSBE Participation and Commitment Form.

V. Compliance and Monitoring of Best and Good Faith Efforts

A. The Developer shall file a hard copy of this Plan, as certified below by OEO, with the Chief Clerk of City Council within fifteen (15) days of receiving a Notice of Award. The Plan shall be filed with:

Michael Decker, Chief Clerk of City Council
Room 402 City Hall
Philadelphia, Pennsylvania 19107

The Developer also agrees to cooperate with OEO in its compliance monitoring efforts, and to submit, within the time limits prescribed by OEO, all documentation which may be requested by OEO relative to the awarded contract, including the items described below. The Developer must provide as required and maintain the following contract documentation for a period of three (3) years following of the expiration of the Term:

- Copies of signed contracts and purchase orders with M/W/DSBE subDevelopers;
- Evidence of payments (cancelled checks, invoices, etc.) to subDevelopers and suppliers to verify participation;
- Telephone logs and correspondence relating to M/W/DSBE commitments; and
- Records relating to Workforce Diversity.

B. Prompt Payment of M/W/DSBEs

The Developer and its Participants shall endeavor to pay all M/W/DSBEs promptly for accepted work, within a timeframe consistent with industry practices. In connection with payment of its M/W/DSBEs, the Developer agrees to reasonably provide to the OEO, documentation of actual dollar amounts paid to M/W/DSBEs committed to in the Plan.


C. Oversight Committee

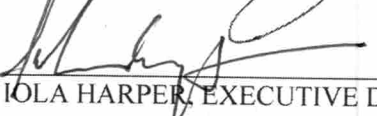
1. For this project, the City, in its sole discretion, may establish a Project Oversight Committee consisting of representatives from the Developer's company and the City ("Committee"). The Committee will meet regularly to provide advice for the purpose of facilitating compliance with the Plan.
2. If a Project Oversight Committee is established, the City will convene meetings of the Committee no later than one (1) month after execution of the Agreement.
3. Developer also agrees to present its Plan before the City's "Economic Opportunity Review Committee" described in Section 17-1607 and which Committee meets quarterly.

VI. Remedies and Penalties for Non-Compliance

A. The Developer agrees that its compliance with the requirements of the Plan is material to the agreement. It is agreed and understood that in the event the City determines that the Developer hereunder has failed to comply with these requirements the City may invoke remedies reserved under Section 17-1605 of The Philadelphia Code, any other rights and remedies the City may have under the Agreement, or any bond filed in connection therewith or at law or in equity. Further, these remedies are for the sole benefit of the City and City's failure to enforce any provision or the City's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the City's rights in connection with the agreement nor shall it give rise to actions by any third parties including identified M/W/DSBEs. No privity of contract exists between the City and any M/W/DSBE identified in the agreement. The City does not intend to give or confer upon any such M/W/DSBE(s) any legal rights or remedies in connection with subcontracted services under any law or Executive Order or by any reason of the agreement except such rights or remedies that the M/W/DSBE may seek as a private cause of action under any legally binding contract to which it may be a party.

Brent Beerley, Manager, Adams Solar LLC 11/13/2018
 PRINT NAME OF DEVELOPER AND TITLE DATE

 Manager, Adams Solar LLC 11/13/2018
 SIGNATURE OF DEVELOPER AND TITLE DATE

 11/24/16
 IOLA HARPER, EXECUTIVE DIRECTOR, OFFICE OF ECONOMIC OPPORTUNITY⁴ DATE

[See Forms on following pages; these Forms, must be submitted by Developer

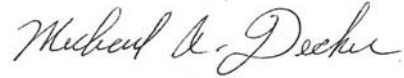
⁴ Pursuant to Section 17-1603 (2) of The Philadelphia Code, the representative of the City of Philadelphia's Office of Economic Opportunity, the "certifying agency", certifies that the contents of this Plan are in compliance with Chapter 17-1600.

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CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on November 29, 2018. The Bill was Signed by the Mayor on December 11, 2018.



Michael A. Decker
Chief Clerk of the City Council